

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

VUGO, INC., DONALD DEANS, DENISE	)	
JONES, GLOUSTER BROOKS, and PATRICIA	)	
PAGE,	)	
	)	Case No. 17-cv-864
Plaintiffs,	)	
	)	Judge Elaine E. Bucklo
v.	)	
	)	
CITY OF CHICAGO, an Illinois municipal	)	
corporation	)	
	)	
Defendant.	)	

**DEFENDANT CITY OF CHICAGO’S ANSWER  
TO PLAINTIFFS’ AMENDED COMPLAINT**

Defendant City of Chicago (“City”) by and through its attorney, Edward N. Siskel, Corporation Counsel for the City of Chicago, hereby files its answer to Plaintiffs’ Amended Complaint:

**ANSWER**

1. The City of Chicago has banned people who drive for ridesharing service providers such as Uber and Lyft from displaying advertisements on or inside their vehicles. But it has not banned taxicabs from displaying such advertisements, nor has it banned the owners of ordinary passenger vehicles from doing so.

**ANSWER:** The City admits that pursuant to Municipal Code of Chicago (“MCC”) § 9-115-130, commercial advertisements shall not be displayed on the interior and exterior of transportation network vehicles. The City further admits that MCC § 9-112-410 permits the display of advertisements on the exterior or interior of taxicabs if certain requirements are met. The City admits that the MCC does not prohibit the display of advertisements in ordinary passenger vehicles.

2. This discrimination against ridesharing drivers violates the right to free speech under the First Amendment to the United States Constitution and Article I, Section 4 of the Illinois Constitution and the right to equal protection under the Fourteenth Amendment to the United States Constitution and Article I, Section 2 of the Illinois Constitution.

**ANSWER:** The City denies that the prohibition on commercial advertisements displayed on the exterior or in the interior of transportation network vehicles discriminates against ridesharing drivers. The City further denies the remaining allegations of Paragraph 2.

3. This civil rights lawsuit asks this Court to declare Chicago's discriminatory advertising ban unconstitutional and permanently enjoin its enforcement.

**ANSWER:** The City admits that this lawsuit seeks to have this Court to declare the prohibition on commercial advertising in or on ridesharing vehicles unconstitutional and to permanently enjoin its enforcement. The City denies that the prohibition is discriminatory and further denies that Plaintiffs are entitled to the relief described in Paragraph 3.

#### **JURISDICTION AND VENUE**

4. This action arises under the First and Fourteenth Amendments to the United States Constitution, 42 U.S.C. §§ 1983, 1988, and Article I, Section 2 and Article I, Section 4 of the Illinois Constitution. Plaintiffs seek injunctive and declaratory relief against the enforcement of the challenged portions of the City of Chicago municipal code, which violate Plaintiffs' free speech and equal protection rights on their face and as applied.

**ANSWER:** The City admits that Plaintiffs have purported to allege claims arising under the First and Fourteenth Amendments to the United States Constitution, 42 U.S.C. §§ 1983, 1988, and Article I, Section 2 and Article I, Section 4 of the Illinois Constitution. The City admits that Plaintiffs seek injunctive and declaratory relief against the enforcement of the challenged portions of the MCC but denies that Plaintiffs are entitled to the requested relief. The City denies the remaining allegations of Paragraph 4.

5. This Court has jurisdiction over this action under 28 U.S.C. §§ 1331, 1343, and 2201. The state law claims are so closely related to the federal claims as to create supplemental jurisdiction under 28 U.S.C. § 1367(a).

**ANSWER:** The City admits that the Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 1343, 1367(a), and 2201, but denies that Plaintiffs have stated a claim or that Plaintiffs are entitled to any relief.

6. This Court is authorized to grant Plaintiffs' prayer for declaratory judgment under 28 U.S.C. §§ 2201 and 2202, Federal Rule of Civil Procedure 57 and 740 ILCS 23/5(b).

**ANSWER:** The City admits that this Court is authorized to grant declaratory relief under 28 U.S.C. §§ 2201 and 2202, and Federal Rule of Civil Procedure 57. The City denies that Plaintiffs bring a claim under the Illinois Civil Rights Act, 740 ILCS 23/1 *et. seq.*, or that the Court may grant relief under that statute. The City denies that Plaintiffs are entitled to declaratory relief.

7. This Court is authorized to grant Plaintiffs' prayer for injunctive relief under 42 U.S.C. § 1983, Federal Rule of Civil Procedure 65 and 740 ILCS 23/5(b).

**ANSWER:** The City admits that this Court is authorized to grant injunctive relief under 42 U.S.C. § 1983, and Federal Rule of Civil Procedure 65. The City denies that Plaintiffs bring a claim under the Illinois Civil Rights Act, 740 ILCS 23/1 *et. seq.*, or that the Court may grant relief under that statute. The City denies that Plaintiffs are entitled to injunctive relief.

8. This Court is authorized to award Plaintiffs' attorneys' fees and costs under 42 U.S.C. § 1988 and 740 ILCS 23/5(c).

**ANSWER:** The City admits that this Court is authorized to award attorneys' fees and costs under 42 U.S.C. § 1988. The City denies that Plaintiffs bring a claim under the Illinois Civil Rights Act, 740 ILCS 23/1 *et. seq.*, or that the Court may grant relief under that statute. The City denies that Plaintiffs are entitled to the relief sought in Paragraph 8.

9. Venue is proper in this district under 28 U.S.C. § 1391(b) because the events giving rise to Plaintiffs' claims occurred within the district and because Defendant is located in this district.

**ANSWER:** The City admits the allegations contained in Paragraph 9.

### **PARTIES**

10. Plaintiff Vugo, Inc. is a corporation organized under the laws of Delaware, with a business model designed to allow drivers for ridesharing services, such as Uber and Lyft, to display advertising inside their vehicles. Its headquarters is in Minneapolis, Minnesota, and it does business with advertisers and rideshare drivers across the United States.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10.

11. Plaintiff Donald Deans is a rideshare driver for the services Uber and Lyft. He regularly drives for Uber and Lyft in the City of Chicago.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11.

12. Plaintiff Denise Jones is a rideshare driver for the services Uber and Lyft. She regularly drives for Uber and Lyft in the City of Chicago.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12.

13. Plaintiff Gloucester Brooks is a rideshare driver for the service Uber. He regularly drives for Uber in the City of Chicago.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13.

14. Plaintiff Patricia Page is an artist who provides face painting services at events and paints murals and other art work for a fee. She previously advertised her painting services on her vehicle. To supplement her income, Ms. Page became rideshare driver for the service Uber, which she does mostly in the City of Chicago. Ms. Page drives for Uber approximately once a week during times when her painting business is slower, as in the winter, when there are less events that require face painting.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14.

15. Defendant City of Chicago is an Illinois municipal corporation located in Cook County, Illinois.

**ANSWER:** The City admits the allegations contained in Paragraph 15.

## STATEMENT OF FACTS

### Vugo's Advertising Platform

16. Vugo is a technology company founded in 2015 and based in Minneapolis, Minnesota. It operates a software-only mobile media network that allows ridesharing drivers to display advertising and other media (such as news and entertainment) in their vehicles. It

currently operates in dozens of cities in the United States, including Los Angeles, Minneapolis, and San Francisco,

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16.

17. Vugo connects local, regional, and national advertisers with passengers in rideshare vehicles through interactive ads displayed on tablet devices placed inside rideshare vehicles.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17.

18. Vugo partners directly with rideshare drivers and fleet owners of rideshare vehicles to display media, including advertisements, to their passengers on tablet devices, and it shares its advertising revenue with the drivers or owners.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18.

19. Because rideshare drivers operate as independent contractors, each driver decides whether he or she wants to use Vugo's service. Vugo contracts with the drivers themselves or, in some cases, with fleet owners who own and lease vehicles to individual drivers.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19.

20. To use Vugo, a driver installs the Vugo software application from the Google Play Store or Apple App Store on his or her personal Android or Apple tablet device and then creates an account. The driver mounts the tablet device to the headrest of his or her vehicle's front seat, facing the rear passenger seats, so passengers can see the ads.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20.

21. Tablets displaying Vugo's media and advertising in this way are similar to the interactive touch screens that are common in Chicago taxicabs.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21.

22. Vugo's software seeks to show rideshare passengers media and ads they are likely to find relevant by using an algorithm that selects media and ads for any given trip based on trip signals and other data, including city, state, route, pick-up point for the trip, business category, specific keywords, and the passenger's destination.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22.

23. Vugo's platform shows ads only when a rideshare driver has a passenger. Passengers can interact with ads and other content that interest them by tapping on the tablet screen.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23.

24. Advertisers pay Vugo for the ads that are displayed, and Vugo pays rideshare drivers a percentage of that revenue. Vugo estimates that most drivers will be able to earn an average of \$100 per month from the advertising.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24.

### **Chicago's Ban on Commercial Advertising on or in Rideshare Vehicles**

25. In May 2014, the City passed an ordinance regulating ridesharing service providers (which it calls "transportation network providers"), ridesharing vehicles ("transportation network vehicles"), and ridesharing drivers ("transportation network drivers"), which went into effect on September 2, 2014. Chi. Ordinance No. O2014-1367 (the "Ordinance").

**ANSWER:** The City admits that in May of 2014 City Council passed an ordinance (the "Ordinance") regulating transportation network providers, transportation network vehicles, and transportation network drivers (which Plaintiffs refer to as ridesharing service providers, ridesharing vehicles, and ridesharing drivers, respectively). The City admits that this ordinance went into effect on September 2, 2014 but denies that it was passed as Ordinance No. O2014-1367, rather, the Ordinance was passed as No. SO2014-1367.

26. The Ordinance prohibits all commercial advertising on and inside ridesharing vehicles, stating that "[c]ommercial advertisements shall not be displayed on the exterior or in the interior of a transportation network vehicle." Chi. Mun. Code 9-115-130.

**ANSWER:** The City admits the allegations contained in Paragraph 26.

27. The City of Chicago Municipal Code (“Code”) defines transportation network service as “a prearranged transportation service offered or provided for compensation using an Internet-enabled application or digital platform to connect potential passengers with transportation network drivers.” Chi. Mun. Code 9-115-010.

**ANSWER:** The City admits that Paragraph 27 accurately quotes a portion of the definition for a transportation network service as provided in MCC § 9-115-010 but denies that it contains the entirety of the definition.

28. Anyone who violates the Ordinance’s ban on commercial advertisements on and inside a ridesharing vehicle is subject to a fine from \$500.00 to \$1,000.00 for each violation. Chi. Mun. Code 9-115-230.

**ANSWER:** The City admits that pursuant to MCC § 9-115-230 an individual who violates any provision contained in Chapter 9-115 of the MCC may be subject to a fine for each violation but denies that Paragraph 28 accurately summarizes the language of MCC § 9-115-230.

29. In contrast, the Code elsewhere provides that taxicab licensees, unlike ridesharing drivers, “may apply for permits to install and/or display an advertising sign or device on the exterior and interior of the vehicle.” Chi. Mun. Code 9-112-410(b).

**ANSWER:** The City admits that MCC § 9-112-410(b) states that taxicab licensees “may apply for permits to install and/or display an advertising sign or device on the exterior and interior of the vehicle.” The City denies that Paragraph 29 accurately reflects the entirety of the regulations contained in MCC § 9-112-410 and denies the remaining allegations contained in Paragraph 29.

30. Under that provision, the City has issued advertising permits to numerous taxicab licensees, and numerous taxicab vehicles do in fact display advertising signs or devices on their exterior, interior, or both.

**ANSWER:** The City admits that as of September 22, 2017, there were 2,131 active permits issued by the City allowing the display of advertising in or on taxicabs. The City lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 30.

31. Further, the City does not prohibit advertising on and inside ordinary passenger vehicles that are not used as taxicabs or for ridesharing.

**ANSWER:** The City admits the allegations contained in Paragraph 31.

### **Harm to Plaintiffs**

32. Plaintiff Vugo wishes to contract with rideshare drivers in Chicago to show advertisements to ridesharing passengers in Chicago using the Vugo platform on their electronic tablets. These advertisements include ads from businesses located in Chicago.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32.

33. Because of the City's prohibition on commercial advertisements on or inside ridesharing vehicles, Vugo cannot operate its platform in Chicago.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33

34. The prohibition makes it impossible for Vugo to contract with Chicago rideshare drivers who want to use Vugo's advertising platform.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34.

35. The prohibition also makes it virtually impossible for Vugo to contract with Chicago businesses to display advertisements on the Vugo platform because such advertisements could not be displayed in rideshare vehicles in Chicago, the city in which local Chicago businesses typically would most want to advertise.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35.

36. If Vugo were to contract with rideshare drivers to display its advertising platform in rideshare vehicles in Chicago, it could be subject to fines from \$500.00 to \$1,000.00 for each violation. Chi. Mun. Code 9-115-230.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36.

37. Because of the Ordinance, Vugo is completely unable to operate its platform in Chicago – and Chicago rideshare drivers are completely unable to display advertising provided



by Vugo – even as the City explicitly authorizes taxicabs to display advertising and does not prohibit other passenger vehicles from doing so.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 37.

38. Plaintiffs Donald Deans, Denise Jones, Glouster Brooks, and Patricia Page wish to place commercial advertisements in their rideshare vehicles, including advertisements provided by Vugo.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38.

39. Because of the City's prohibition on commercial advertisements on or inside ridesharing vehicles, Donald Deans, Denise Jones, Glouster Brooks, and Patricia Page cannot place commercial advertisements in their rideshare vehicles in Chicago and are prevented from using Vugo's service in their rideshare vehicles in Chicago.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39.

40. On January 30, 2017, Plaintiff Patricia Page was issued a ticket for violating the City's ban on commercial advertising on rideshare vehicles. The ticket was based on Ms. Page's display of advertising on the exterior of her vehicle for her business offering face painting and event painting services. After Ms. Page received this ticket, she removed the advertising from her vehicle. Ms. Page is prevented by the City's prohibition on commercial advertisements from both displaying her painting services on her vehicle and using that vehicle for ridesharing, even though she only seeks to use the vehicle for ridesharing only on one day per week on average. Two pictures of the advertising on her vehicle, taken before she removed it, are below:



**ANSWER:** The City admits that on January 30, 2017, Patricia Page was issued a notice of violation for violating MCC § 9-115-130. The City admits that the violation was based on Ms. Page's display of commercial advertisements on the exterior or interior of a vehicle while using it to provide transportation network services. The City admits that Ms. Page is prohibited from displaying commercial advertisements on or in her vehicle while using the vehicle for ridesharing but denies that Ms. Page is prohibited from displaying commercial advertisements in or on her vehicle at any time the vehicle is not being used as a ridesharing or transportation network vehicle. The City lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in Paragraph 40.

41. Ms. Page wishes to restore these advertisements to the exterior of her vehicle and display these advertisements as she continues to drive for Uber in the City of Chicago.

**ANSWER:** The City lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41.

42. If any of the Plaintiffs were to display commercial advertising in or on their rideshare vehicles in Chicago, they could be subject to fines from \$500.00 to \$1,000.00 for each violation. Chi. Mun. Code 9-115-230.

**ANSWER:** The City admits that if any Plaintiff displays commercial advertising in or on their rideshare vehicles in Chicago they could be subject to fines pursuant to MCC § 9-115-230. The City denies the remaining allegations contained in Paragraph 42.

### **Count I**

#### **The City's ban on commercial advertisements on or inside ridesharing vehicles violates the First Amendment to the United States Constitution and Article I, Section 4 of the Illinois Constitution**

43. The allegations contained in all preceding paragraphs are incorporated herein by reference.

**ANSWER:** The City incorporates by reference its answers to all preceding paragraphs as if set forth fully herein.

44. Section 9-115-130 of the Code, which prohibits commercial advertisements on or inside ridesharing vehicles, violates the First Amendment to the United States Constitution and Article I, Section 4 of the Illinois Constitution on its face and as applied to Vugo's advertising platform, which is intended to be displayed in transportation network vehicles.

**ANSWER:** The City denies the allegations contained in Paragraph 44.

45. The prohibition on commercial advertisements on or inside ridesharing vehicles is a content-based restriction on speech.

**ANSWER:** Paragraph 45 asserts a legal conclusion to which no answer is required. To the extent that an answer is required, the City denies the allegations contained in Paragraph 45.

46. The advertising ban is a content-based restriction on speech because it prohibits commercial advertising, but not non-commercial advertising, in ridesharing vehicles – i.e., because it restricts certain speech based on the topic discussed or the idea or message expressed. *See Reed v. Town of Gilbert*, 135 S. Ct. 2218, 2227 (2015).

**ANSWER:** Paragraph 46 asserts a legal conclusion to which no answer is required. To the extent that an answer is required, the City denies the allegations contained in Paragraph 46.

47. In addition and in the alternative, the advertising ban is a content-based restriction on speech because the Code discriminates in favor of certain speakers and against others by prohibiting commercial advertising in ridesharing vehicles while explicitly authorizing such speech in taxicabs and not prohibiting such speech in ordinary passenger vehicles. *Cf. Citizens United v. FEC*, 558 U.S. 310, 340 (2010) (“Speech restrictions based on the identity of the speaker are all too often simply a means to control content.”).

**ANSWER:** Paragraph 47 asserts a legal conclusion to which no answer is required. To the extent that an answer is required, the City denies the allegations contained in Paragraph 47.

48. As a content-based restriction on speech, the advertising ban is subject to strict scrutiny, which requires the City to show that the ban is narrowly tailored to serve a compelling government interest. *Reed*, 135 S. Ct. at 2231.

**ANSWER:** Paragraph 48 asserts a legal conclusion to which no answer is required. To the extent that an answer is required, the City denies the allegations contained in Paragraph 48.

49. The advertising ban cannot survive strict scrutiny because the City does not have a compelling, important, or even rational justification for prohibiting commercial advertisements on and inside ridesharing vehicles while authorizing such advertisements on and inside taxicabs and not prohibiting such advertisements on ordinary passenger vehicles.

**ANSWER:** Paragraph 49 asserts a legal conclusion to which no answer is required. To the extent that an answer is required, the City denies the allegations contained in Paragraph 49.

50. In addition and in the alternative, the advertising ban cannot survive the First Amendment scrutiny that courts generally apply to restrictions on commercial speech because Vugo does not seek to provide unlawful, false, or misleading advertising; the City has no substantial interest in prohibiting commercial advertising in ridesharing vehicles, especially while it allows such advertising in taxicabs; and the ban does not advance (or is not narrowly tailored to serve) any substantial government interest. *See Central Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 557, 566 (1980).

**ANSWER:** Paragraph 50 asserts a legal conclusion to which no answer is required. To the extent that an answer is required, the City denies the allegations contained in Paragraph 50.

51. The Ordinance's ban on commercial advertising on and inside ridesharing vehicles has caused and is causing Plaintiffs irreparable injury for which they have no adequate remedy at law.

**ANSWER:** The City denies the allegations contained in Paragraph 51.

### **Count II**

#### **The City's ban on commercial advertisements on and inside ridesharing vehicles violates the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution and Article I, Section 2 of the Illinois Constitution**

52. The allegations contained in all preceding paragraphs are incorporated herein by reference.

**ANSWER:** The City incorporates by reference its answers to all preceding paragraphs as if set forth fully herein.

53. Under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution, and Article I, Section 2 of the Illinois Constitution, Plaintiffs have a right to equal protection under the law.

**ANSWER:** Paragraph 53 states a legal conclusion to which no answer is required.

54. A classification that burdens a fundamental right, such as the rights to free speech and association, must be narrowly tailored to serve a compelling state interest. *Plyler v. Doe*, 457 U.S. 202, 217-18 (1982).

**ANSWER:** Paragraph 54 states a legal conclusion to which no answer is required.

55. The Code treats Plaintiffs and others seeking to advertise in transportation network vehicles differently from people seeking to advertise in similarly situated vehicles – taxicabs – by prohibiting commercial advertising on and inside ridesharing vehicles, while permitting advertising in the interior and on the exterior of taxicabs. *See* Chi. Mun. Code 9-115-130; 9-112-410(b).

**ANSWER:** The City denies the allegations contained in Paragraph 55.

56. The City does not possess a compelling, important, or even rational justification for prohibiting commercial advertisements on and inside ridesharing vehicles while allowing such advertisements on and inside taxicabs.

**ANSWER:** The City denies the allegations contained in Paragraph 56.

57. No difference between the services provided by ridesharing vehicles and the services provided by taxicabs, or between the other regulations to which ridesharing vehicles are subject and the regulations to which taxicabs are subject, justifies banning commercial advertisements in ridesharing vehicles while allowing them in taxicabs.

**ANSWER:** The City denies the allegations contained in Paragraph 57.

58. In addition and in the alternative, the Code treats Plaintiffs and others seeking to advertise in transportation network vehicles differently from people seeking to advertise in similarly situated vehicles – specifically, ordinary passenger vehicles – by prohibiting commercial advertising on and inside ridesharing vehicles but not on and inside ordinary passenger vehicles.

**ANSWER:** The City denies the allegations contained in Paragraph 58.

59. The City does not possess a compelling, important, or even rational justification for prohibiting commercial advertisements on and inside ridesharing vehicles while allowing such advertisements on and inside ordinary passenger vehicles.

**ANSWER:** The City denies the allegations contained in Paragraph 59.

60. The ban on commercial advertisements on and inside ridesharing vehicles is not narrowly tailored or closely drawn to serve any legitimate government interest.

**ANSWER:** The City denies the allegations contained in Paragraph 60.

61. For these reasons, the Ordinance’s advertising ban violates Plaintiffs’ right to equal protection under the law guaranteed by the Equal Protection Clause and Article I, Section 2 of the Illinois Constitution.

**ANSWER:** The City denies the allegations contained in Paragraph 61.

62. The Ordinance's ban on commercial advertising on and inside ridesharing vehicles has caused and is causing Plaintiffs irreparable injury for which they have no adequate remedy at law.

**ANSWER:** The City denies the allegations contained in Paragraph 62.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs Vugo, Inc., Donald Deans, Denise Jones, Glouster Brooks, and Patricia Page pray for the following relief:

A. A declaratory judgment stating that Section 9-115-130 of the Chicago Municipal Code prohibiting commercial advertisements on the exterior or in the interior of a ridesharing vehicle violates the right to free speech under the First Amendment to the United States Constitution and Article I, Section 4 of the Illinois Constitution, both on its face and as applied to Vugo;

B. A declaratory judgment stating that the Chicago Municipal Code's discrimination against ridesharing vehicles in prohibiting commercial advertisements on the exterior or in the interior of a ridesharing vehicle, Section 9-115-130, while authorizing taxicabs to advertise on the exterior or in the interior of a taxicab, Section 9-112-410(b), and not prohibiting other passenger vehicles from doing so, violates the right to equal protection under the law under the Fourteenth Amendment to the United States Constitution and Article I, Section 2 of the Illinois Constitution, both on its face and as applied to Plaintiffs;

C. A permanent injunction restraining enforcement of Section 9-115-130 of the Chicago Municipal Code against Plaintiffs;

D. An award of nominal damages in the amount of \$1.00 for the violation of Plaintiffs' constitutional rights;

E. Plaintiffs' reasonable costs and expenses of this action, including attorney fees, pursuant to 42 U.S.C. § 1988(b), 740 ILCS 23/5(c), or any other applicable law;

F. All other further relief to which Plaintiffs may be entitled.

**ANSWER:** The City denies that Plaintiffs are entitled to the relief requested in the prayer for relief.

**WHEREFORE**, the City respectfully requests that the Court enter judgment in its favor and against Plaintiffs in this matter, and grant the City such further relief as the Court deems just and appropriate.

Date: September 22, 2017

Respectfully submitted,

EDWARD N. SISSEL  
Corporation Counsel of the City of Chicago

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